



SCOPE OF WORK PROVISIONS

FOR

ELECTRICIAN:
COMMUNICATION & SYSTEM INSTALLER
COMMUNICATION & SYSTEM TECHNICIAN

IN

ALAMEDA, CALAVERAS, CONTRA COSTA, DEL NORTE,
FRESNO, HUMBOLDT, KINGS, LAKE, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY,
NAPA, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SISKIYOU,
SOLANO, SONOMA, STANISLAUS, TULARE AND TOULUMNE
COUNTIES

**The 9th District Agreement & Northern California &
Northern Nevada Addendum No. 2
Sound & Communications Agreement**

**Between The International Brotherhood of Electrical Workers
& The National Electrical Contractors Association
December 1, 2003 through November 30, 2006**

The Northern California and Northern Nevada Addendum Number Two ("Addendum No. 2") is by and between the signatory NECA Chapters and signatory IBEW Local Unions. This agreement is an addendum to the 9th District Sound and Communications Agreement which covers California, Oregon, Nevada and Washington. As used in this Addendum, the term "Chapter" shall mean signatory NECA Chapters and the term "Union" shall mean signatory IBEW Local Unions. The term "Addendum" shall refer to the Northern California and Northern Nevada Addendum Number Two.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendums to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum's 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

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Department of Industrial Relations

JUN 08 2004

SCOPE

(Refer to Addendum for any regional changes)

The work covered by this Addendum may be performed within the geographical jurisdiction of the following Local Unions: 6, 100, 180, 234, 302, 332, 340, 401, 551, 595, 617, and 684.

The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide

B. FIRE ALARM SYSTEMS *

1. Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

D. SECURITY SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/Infrared monitoring equipment

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems

F. Under the terms of this addendum the following "SCOPE" Language has been agreed to by the parties and is allowed as quoted from the National VDV Agreement.

SCOPE (From the VDV National Agreement)

The work covered by this Agreement shall include the installation, testing, service and maintenance, of all VDV systems which utilize the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground

music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

I. This agreement specifically includes the following work:

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide

B. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

C. SECURITY SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/Infrared monitoring equipment

D. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems

E. FIRE ALARM SYSTEMS INCLUDING INSTALLATION, WIRE PULLING, AND TESTING, WITH THE FOLLOWING CONDITIONS:

Fire Alarm Systems shall be installed by inside wiremen at the current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen.

In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the Inside wage and fringe benefit rate contained in the Site Local Union agreement shall be paid on major remodel and new construction projects, and the work shall be performed under this agreement by Inside Wiremen referred from the Site Local Union. In those areas where there is no mutual agreement, the parties shall submit the issue to the IBEW International Vice President and the NECA Executive Regional Director who have jurisdiction over the site where the work is to be performed for a determination as to whether a

job or class of jobs shall be installed by technicians under the terms and conditions of this agreement. If they are unable to agree, the Inside Wireman's rate of pay in the Site Local Union shall apply and the work shall be installed under this agreement by Inside Wireman. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the Local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement.

F. VDV SUPPORT SYSTEMS SUCH AS DATA-TRACK, INNERDUCT, OR SIMILAR TYPE RACEWAYS AND LADDER RACK INTENDED SPECIFICALLY FOR THE ABOVE LISTED SYSTEMS.

II. This Agreement specifically excludes the following work:

- A. Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this Agreement except for those listed in Item I.F, above. Chases, sleeves and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.**
- B. The complete installation of non-integrated Energy Management Systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this Agreement.**
- C. Life Safety Systems (not intrinsic to nurse call systems listed in Item I.A, above) shall be excluded from this Agreement**
- D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).**

Nothing contained in this SCOPE or any other section of this agreement shall prevent, a contractor who is signatory to an Inside Agreement in the jurisdiction of the Site Local Union from

performing VDV work under the terms and conditions of that Inside Agreement.

This concludes the reference to the VDV National Agreement

Under the terms of this addendum the following "SCOPE" Language has been agreed to by the parties and is allowed as quoted from the National VDV Agreement.

II. This Agreement specifically excludes the following work:

A. Raceway systems are not covered under the terms of this Agreement (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.

B. Energy management systems

C. Life Safety Systems (all buildings having floors located more than 75 feet above the lowest floor level having building access) in the Northern California, Northern Nevada Addendum No. 2 shall be excluded from this Agreement unless the parties in any area signatory to the Addendum mutually agree that the Sound and Communications portion only of a Life Safety System may be performed under this Agreement. Except in San Francisco, when required by the manufacturers that distribute through authorized dealerships and franchises or required by specification terminating, programming, testing and start-up may be performed under this Agreement.

D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).

E. *Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:

1. The project involves new or major remodel Building Trades construction.

2. The conductors for the fire alarm systems are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the equivalent Inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual Agreement, the technician's rate shall apply. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement.

F. The parties to this agreement recognize that the Scope of Work in this agreement is subject to local addendum; especially in the areas of integrated energy management and life safety systems. In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this agreement, the parties hereto agree to establish a Scope Review Committee composed of the following:

MANAGEMENT REPRESENTATIVES LABOR REPRESENTATIVES

2 communication contractors	2 senior technicians
2 electrical contractors	2 electricians
2 NECA Chapter Managers	2 IBEW Business Managers

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such times as deemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this agreement or addendums. The Scope Review Committee is not authorized to interpret this agreement, or addendums, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1:09 of this agreement.

MEMORANDUM OF UNDERSTANDING - SCOPE OF WORK

The San Francisco Electrical Contractors Association, Inc. and Local Union No. 6 of the International Brotherhood of Electrical Workers agree that fire alarm systems as defined on Page 1 of the 9th District Sound & Communications Agreement regarding Scope of Work have historically been performed by Inside Wiremen with the city and County of San Francisco and, therefore, shall be performed, as defined, at the current Inside Wage and Fringe rate. It is further agreed that Life Safety Systems which apply to all buildings having floors located more than 75 feet above the lowest floor level having building access are not fire alarm systems and are not covered by the scope of the 9th District Sound and Communications Agreement. The undersigned agree to review this Memorandum when there is a new Sound and Communication Agreement.